

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Convertible Promissory Note and UCC Statement
CONVEYING PARTY DATA	
Name	Execution Date
VIZ Enterprises, LLC	02/15/2010
RECEIVING PARTY DATA	
Name:	c/o Chris Draper, Becker & Poliakoff
Street Address:	625 N. Flagler Drive
Internal Address:	Bank of America Centre
City:	West Palm Beach
State/Country:	FLORIDA
Postal Code:	33401
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7503453
CORRESPONDENCE DATA	
Fax Number:	(561)832-8987
Phone:	561-655-5444
Email:	cdraper@becker-poliakoff.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Chris Draper, Esquire
Address Line 1:	625 N. Flagler Drive
Address Line 2:	Bank of America Centre
Address Line 4:	West Palm Beach, FLORIDA 33401
NAME OF SUBMITTER:	Chris Draper, Esquire
Total Attachments: 6 source=VIZ Convertible Promissory Note#page1.tif source=VIZ Convertible Promissory Note#page2.tif source=VIZ Convertible Promissory Note#page3.tif source=VIZ Convertible Promissory Note#page4.tif source=VIZ Convertible Promissory Note#page5.tif source=VIZ Convertible Promissory Note#page6.tif	

OP \$40.00 7503453

CONVERTIBLE PROMISSORY NOTE

\$100,000

February 1, 2010

FOR VALUE RECEIVED, VIZ Enterprises, LLC., a Georgia Limited Liability Company (the "Company"), hereby promises to pay to the order of Lawrence Bell, (the "Lender"), the principal sum of One-Hundred Thousand and no/100 Dollars (\$100,000.00), together with interest thereon from the date of this Convertible Promissory Note (this "Note") on the unpaid principal balance. Interest shall accrue at a rate of ten percent (10%) per annum based on a three hundred sixty-five (365) day year and compounded annually. Principal and accrued interest shall be due and payable on the first anniversary of the date of this Note; provided, that the Company shall have the right to prepay the principal in whole or in part from time to time without premium or penalty provided that the Company gives the Lender at least five (5) days prior notice of such prepayment. Lender shall have the right to exercise its conversion rights in whole or in part prior to such prepayment.

All payments shall be made in lawful money of the United States of America at the principal office of the Lender, or at such other place as the holder hereof may from time to time designate in writing to the Company. All payments shall be credited first to the accrued interest then due and payable and the remainder applied to principal.

At any time commencing December 1, 2010 or earlier in connection with the Company's prepayment hereof or the occurrence of a "Sales Event" as defined below, the Lender shall have the right, in its sole and absolute discretion, to convert all or any portion of the unpaid principal of and interest on this Note into Units of the equity securities of the Company or any successor to the Company issued by the Company or its successor prior to the date of the Lender's election. Except as provided below with respect to an automatic conversion upon the occurrence of an IPO (defined below), the number of shares of such equity securities to be issued upon such conversion shall be equal to the quotient obtained by dividing (a) by (b), where (a) is the outstanding principal and accrued interest of this Note (or such portion as will be converted), and (b) is Ten Thousand and no/100 Dollars (\$10,000.00) per unit. The conversion price will be subject to adjustment to provide the Lender with full anti-dilution protection in the case of any recapitalizations or changes in capital structure of the Company or the issuance of options, warrants, or other rights to acquire equity securities of the Company excluding only options, warrants, rights or other equity-based awards issued as part of reasonable compensation plans approved by the Company's Board of Directors. Units issued for consideration other than cash shall be deemed to be issued at the fair market value of the consideration given for them.

Notwithstanding anything to the contrary contained herein, this Note shall, on the occurrence of an IPO, automatically and without further action required by any person,

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convert into Units of VIZ. The number of Units of VIZ to be issued upon such automatic conversion shall be equal to the quotient obtained by dividing (a) by (b), where (a) is the outstanding principal and accrued interest of this Note, and (b) is \$10,000 per Unit.

The Lender shall be granted no less protective rights with regards to such shares of equity securities (including preferences and voting rights) acquired pursuant to the conversion of this Note as are granted to any other holder of such shares of equity securities. If only a portion of this Note is converted into equity securities, the Company shall return this Note to the Lender with a notation thereon of the remaining outstanding principal of this Note or, at the request of the Lender, shall issue and deliver to the Lender a replacement convertible secured promissory note for the remaining outstanding balance hereof, such Note containing the same material terms as set forth herein. Upon conversion of this Note, the Company will take all such actions as are necessary in order to ensure that the shares issuable with respect to such conversion will be validly issued, fully paid and non-assessable.

The following will be deemed to constitute events of default under the Note:

- a) The Company shall fail to make when due any payment of principal or interest under this Note and such failure shall remain uncured for a period of five (5) business days.
- b) The Company shall fail to perform or observe, in any material respect, any provision of this Note or any material agreement or contract to which it is a party or by which it or its assets are bound, and such default shall continue for more than thirty (30) days after written notice from Lender is received by Borrower or,

notwithstanding the foregoing, the Company fails to give a timely "Default Notice" as defined below.

- c) Any representation or warranty made by the Company herein, or any statement, written information or certificate furnished by the Company in connection with the transactions contemplated hereby, proves untrue in any material respect as of the date of the issuance or making thereof or omits any statement necessary to make the statements contained therein, in light of the circumstances under which they were made, not false or misleading.
- d) The Company shall default in the payment when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) of any amount owing in respect of any indebtedness in the aggregate principal amount of Fifty Thousand and no/100 Dollars (\$50,000) or more, or shall default in the performance or observance of any obligation or condition with respect to any such indebtedness or any other event shall occur or condition exist, if the effect of such default, event or condition is to accelerate the maturity of any such indebtedness or to permit the holder or holders thereof, or any trustee or agent for such holders, to accelerate the maturity of any such indebtedness, or any such indebtedness shall become or be declared to be due and payable prior to its stated maturity and such default has not been cured within any grace period provided for in the instrument under which the default arose.
- e) (i) The Company shall commence a voluntary case concerning itself under the United States Bankruptcy Code; (ii) an involuntary case is commenced against the Company and the petition is not contested within fifteen (15) days, or is not dismissed or stayed within sixty (60) days, after commencement of the case; (iii) a custodian (as defined in the United States Bankruptcy Code) is appointed for, or takes charge of, all or substantially all of the property of the Company or the Company commences any other proceedings under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to the Company or there is commenced against the Company any such proceeding which remains undismissed and unstayed for a period of sixty (60) days; (iv) any order of relief or other order approving any such case or proceeding is entered; (v) the Company is adjudicated insolvent or bankrupt; (vi) the Company suffers any appointment of any custodian or the like for it or any substantial part of its property to continue undischarged and unstayed for a period of fifteen (15) days; (vii) the Company makes a general assignment for the benefit of creditors; (viii) the Company shall fail to pay, or shall state that it is unable to pay, or shall be unable to pay, its debts generally as they become due and such failure or inability to pay shall not have been cured within fifteen (15) days; (ix) the Company shall call a meeting of its creditors with a view to arranging a

composition or adjustment of its debts; (x) the Company shall by any act or failure to act consent to, approve of or acquiesce in any of the foregoing; (xi) any corporate action is taken by the Company for the purpose of effecting any of the foregoing.

- f) Any judgment, writ or warrant of attachment or of any similar post-judgment process in an amount in excess of Fifty Thousand and no/100 Dollars (\$50,000) shall be entered or filed against the Company or against any of its properties or assets and remain unsatisfied and un-stayed for a period of sixty (60) days; provided, that if any such judgment, writ or warrant is not satisfied or stayed within such sixty (60) day period, an event of default shall not exist if prior to the end of such sixty (60) day period the Company provides to Lender a statement from Lender's insurance carrier that the entire amount of such judgment, writ or warrant is a covered loss under the insurance policies that the Company maintains with such carrier and that such carrier does not dispute such coverage and will provide the Company with such proceeds of insurance required to satisfy such judgment, writ or warrant;
- g) The Company dissolves, liquidates or otherwise ceases to actively conduct business.
- h) The Company shall fail in any material respect to comply with any law, rule, regulation or order to which it or its assets are subject and such failure to comply remains uncured for more than thirty (30) days after written notice from Lender is received by the Company.

Upon the occurrence of any condition, event or act described above, the Company shall give written notice thereof (a "Default Notice") to the Lender within five (5) business days of receiving knowledge of such condition, event or act.

Upon the occurrence of any event of default described in section (a)-(d), or (f)-(h) above the Lender may, at its option upon written notice to the Company, declare the Note to be immediately due and payable in full. Upon the occurrence of any Event of Default described in section (e) the Note shall become immediately due and payable without any action on the part of the Lender.

The Company represents and warrants to the Lender that it has all power and authority to enter into this Note.

This Note shall be governed by and construed in accordance with the laws of the State of Georgia.

The Company hereby agrees, subject only to any limitation imposed by applicable law, to pay all expenses, including reasonable attorneys' fees and legal expenses, incurred by the Lender in endeavoring to collect any amounts payable hereunder that are not paid when due, whether by declaration or otherwise.

Notwithstanding anything to the contrary contained in this Note, in no event shall the interest payable hereon, whether before or after maturity, exceed the maximum interest which, under applicable law, may be charged on this Note.

The Company hereby expressly waives presentment, demand for payment, dishonor, notice of dishonor, protest, notice of protest and any other formality.

The Company will give the Lender written notice of any contemplated "Sales Event," at least ten (10) business days prior to the record date for determining which holders of equity securities may vote with respect to or participate in such Sales Event. Except as set forth below in this paragraph, "Sales Event" shall mean the sale or distribution of substantially all of the assets of the Company or a merger or consolidation of the Company with or into another entity or the sale of a majority of the Company's stock by its shareholders. If the Lender does not elect to convert this Note prior to the occurrence of a Sales Event, it may declare the Note due and payable at any time up to the next business day after consummation of the Sales Event. Notwithstanding the above, the consummation of the IPO shall constitute a Sales Event for purposes of this Note. Upon the consummation of the IPO, the conversion of this Note shall be governed by the terms of the fourth full paragraph herein.

So long as this Note is outstanding, the Company will deliver quarterly financial statements to the Lender within forty-five (45) days after the end of each calendar quarter and audited financial statements within one hundred twenty (120) days after the end of each calendar year and the Lender may inspect the books and records of the Company upon reasonable notice.

This Note is secured by all assets of the Company, including intellectual property rights. Such security interest will be evidenced by a UCC filed in the State of Georgia as well as a lien duly recorded with the United States PTO.

IN WITNESS WHEREOF, the undersigned, by its duly authorized and acting executive officer, has executed this Note as of the date first set forth above.

By: Lawrence Bell
LAWRENCE BELL

Date: 2/15/10

VIZ Enterprises, LLC.

By: Richard Bell
Richard Bell by Alexander Kahn
CEO for Richard Bell

